

## SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by the Missouri Department of Natural Resources (MDNR), the Attorney General of Missouri (Attorney General) and the Eagle-Picher Technologies LLC (Eagle-Picher).

WHEREAS, Eagle-Picher operates a facility located at C and Porter Streets, Joplin, Jasper County, Missouri, that emits lead, among other pollutants, which are air contaminants within the meaning of Chapter 643, RSMo.

WHEREAS, in 1995, the MDNR and the Environmental Protection Agency (EPA) initiated a review of small lead sources with the potential to emit five tons of lead per year, or more. The review was conducted to determine whether any of the small lead sources had the potential to cause or contribute to violations of the state and federal lead National Ambient Air Quality Standard (NAAQS) of 1.5 micrograms per cubic meter. The first phase of the review consisted of an emission inventory review and preliminary screening modeling.

WHEREAS, preliminary modeling conducted by the two agencies of the Eagle-Picher facility predicted that ambient air lead values near the facility would exceed the NAAQS.

WHEREAS, as a result of the preliminary modeling, EPA issued an Order pursuant to its authority under the federal Clean Air Act to Eagle-Picher directing that Eagle-Picher provide certain information and perform stack testing at three emission points: the Barton baghouse exhaust; the litharge mill bin vent; and the Basic White Silicate Lead (BSWL) scrubber drier exhaust.

WHEREAS, shortly after the Order was issued by EPA, Eagle-Picher informed EPA and the MDNR that as a result of an internal environmental review, Eagle-Picher had decided to install a baghouse on the BSWL scrubber drier exhaust in late summer 1998. The BSWL scrubber drier exhaust is the most significant source of lead emissions at the Eagle-Picher facility, contributing approximately sixty percent of the lead emissions from the facility.

WHEREAS, the MDNR and Eagle-Picher have discussed terms upon which to amicably resolve any and all claims which may be made against Eagle-Picher for the above violations of the state and federal NAAQS for lead.

NOW THEREFORE, it is hereby agreed that Eagle-Picher will, in resolution of such disputes or claims undertake and complete the following:

1. Eagle-Picher shall, on or before September 30, 1998, install a baghouse on the BSWL scrubber drier exhaust. Said baghouse shall meet or exceed the following specifications:
  - a. Volume of 4,493 to 5,282 Actual Cubic Feet Per Minute (ACFM) ;
  - b. Cloth area of 1,239 square feet;
  - c. Air to cloth ratio of 3.6 to 4.3 feet per minute.
2. Eagle-Picher shall conduct lead emissions testing of the baghouse within ninety (90) days of the date Eagle-Picher starts up the baghouse.
3. Eagle-Picher shall provide MDNR and EPA copies of the test reports

within thirty (30) days of the completion of the lead emissions testing required above in paragraph 3. <sup>2</sup> 

4. Eagle-Picher shall not operate the BSWL scrubber drier exhaust without the baghouse being on line and in good working order.

5. The terms of this Agreement are binding upon the MDNR, the Attorney General of Missouri and upon Eagle-Picher, its officers, directors, agents, successors and assigns. Any change in ownership of corporate status, including, but not limited to, any transfer of assets or real or personal property, shall not affect the responsibilities of Eagle-Picher under this Agreement. If Eagle-Picher sells the facilities covered under this Agreement, the terms of this Agreement shall also be binding on the buyer of the facilities.

6. Nothing in the Agreement precludes the MDNR from pursuing any other remedies or relief that may be available by reason of any failure of Eagle-Picher to comply with this Agreement, nor shall the payment of any penalty assessed hereunder relieve Eagle-Picher of its responsibility to comply with this Agreement.

7. Nothing in this Agreement precludes MDNR from pursuing any remedy or other relief for any alleged or actual violation by Eagle-Picher of the Missouri Clean Air Law, Chapter 643, RSMo or its implementing regulations.

8. The MDNR and the Attorney General agree not to bring or cause to be brought any civil action against Eagle-Picher for penalties or injunctive relief arising out of any claimed violations of the NAAQS prior to the date of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement. This Agreement shall be effective five (5) days from the date it is signed by the MDNR.

EAGLE-PICHER LLC.  
TECHNOLOGIES, INC.

BY: Donald D. Seggett

TITLE: vice president

DATE: May 11, 1999

JEREMIAH W. (JAY) NIXON  
Attorney General

BY: Shelley A. Woods

SHELLEY A. WOODS  
Assistant Attorney General

Date: May 25, 1999

MISSOURI DEPARTMENT OF  
NATURAL RESOURCES

BY: John A. Young John A. Young, Deputy Director

JOHN A. YOUNG, DIRECTOR  
for Division of Environmental Quality

Date: 6-8-1999

EPA Rulemakings

CFR: 40 CFR 52.1320(d)

FRM: 65 FR 21649 (4/24/00)

PRM: 65 FR 21688 (4/24/00)

State Submission: 9/30/99

State Final: 8/26/99

APDB File: MO-160

Description: This rule ensures that the operation of the newly installed emissions controls at the Chemical Divisions in Mo are permanent, enforceable and measurable.

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Difference Between the State and EPA-Approved Regulation

None